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Jady - Ly. C. Kunder 1.2.99



: DEED OF SALE (CONVEYANCE) :

With respect to : Land measuring 0.0311-acre

or 1-katha 14-chhatak 6-sq.ft.

Price : Rs.40,000/00.

Mouza : Dabgram, J.L. No.2, Sheet No.15,

P.S. : Bhaktinagar, Dist.Jalpaiguri.

This Indenture made on the TSF day of February, one thousand nine hundred ninety nine .

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J. P. Agr

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No. 3870 Date 27/1/29 in Sold to Mamo J. K. Tayookia

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BETWEEN

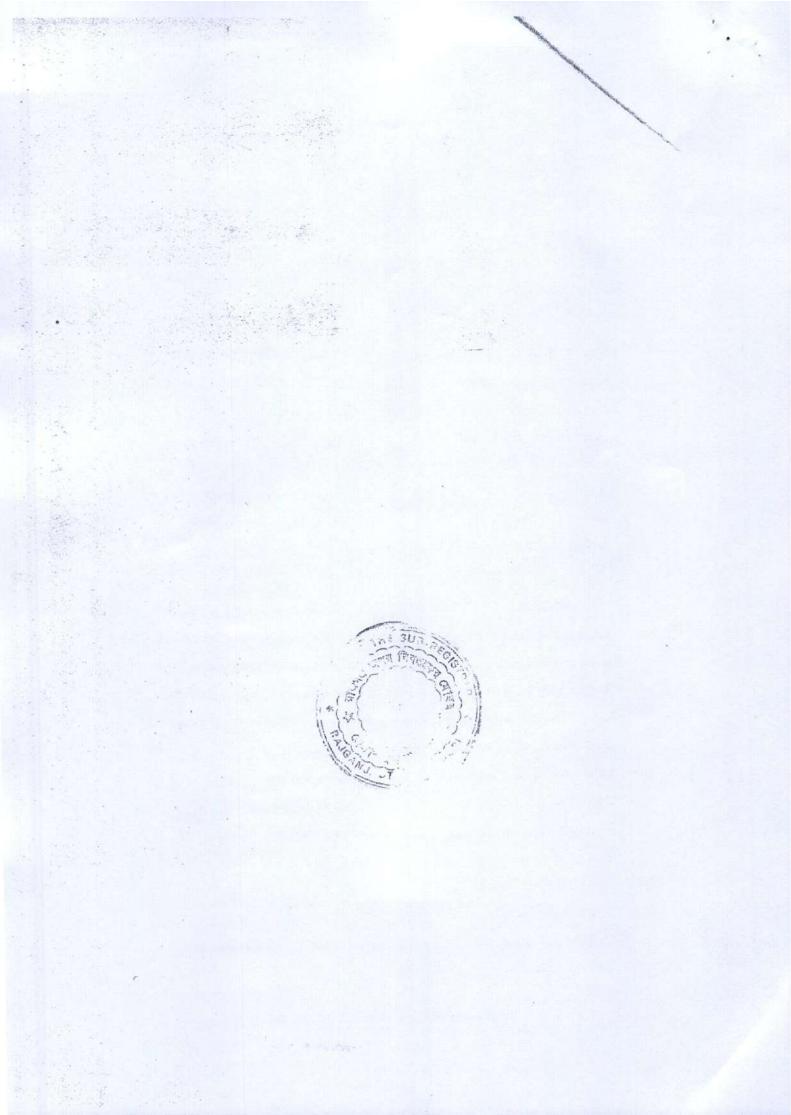
SRI. MCNOJ JAJODIA, Son of SriShawal Ram Jajodia, by religion Hindu, by occupation Business, resident of Khalpara, Siliguri, PO. & PpS Siliguri, Dist. Darjeeling, hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the CNE PART.

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Sahoider Nain

A N D

SRI. SAHAIDEV NAIR, Son of P. Appu Nair, by religion
Hindu, by occupation Service, resident of New Milanpally,
Siliguri, P.O. & P.S. Siliguri, Dist. Darjealing,
hereinafter called the "VENDOR" (which
expression shall mean and include unless excluded
by or repugnant to the context his heirs, executors,
successors, legal representatives, administrators
and assigns) of the OTHER PART.

WHEREAS Smt. Mina Rani Mitra, wife of Sri Saraj.

Kumar Mitra of Hakimpara, Siliguri became the absolute owner of land measuring 0.13-acre equivalent to 8-kathas, in Plot No.66-part, recorded in R.S. Khatian No.757/13, Sheet No.15 of Mouza Dabgram, J.L. No.2, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of a Deed of Salo executed by Sri Rabindra Nath Dutta of New Jalpaiguri on 05. 4. 65 and registered in the office of the Sadar Joint Sub-Registrar, Jalpaiguri, Being Document No.3280- for the year 1965 and thereby abovenamed Smt. Mina Rani Mitra acquired permanent, heritable and transferrable right, title and interest therein, free from all encumbrances and charges whatsoever.

S.p. Agr

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Page 4.

S AND

Sahaider Nair

WHEREAS thereafter abovenamed Smt. Mina Rani Mitra got her name mutated with respect to her said land vide Mutation case No.IX-II-213/69-70, dated 9. 5. 69 of the office of the J.L. R.O., Rajganj.

A N D

WHEREAS abovenamed Smt. Mina Rani Mitra sold her homestead land measuring 0.033-acre or 2-two kathas to and in favour of Sri Sahaidev Nair, the Vender hereof, by virtue of a Deed of Sale executed by her on 03.5.85 and registered in the office of the District Sub-Registrar Jalpaiguri, Being Document No.3148- for the year 1985, out of her said total land. And thereafter the Vender hereof got his name mutated with respect to his said land vide Mutation case No.IX-II/351(R) 85-86,dt.18. 6. 85 of the office of the J.L.R.O., Rajganj. And a part of the land of the vendor hereof was subsequently decreased to 0.0311-acre on account of utilisation of meagre quantum of land for extension of adjacent road.

A N D

WHEREAS in view of the aforesaid facts, the vender hereof is now the absolute owner-in-possession of the said land measuring 0.0311-acre as fully described in the SCHEDULE appended below and as shown and delineated by RED border lines in the map or plan annexed herewith forming part of these presents (hereinafter referred to as "BELOW SCHEDULED LAND" for the sake of brevity), having permanent, heritable and transferrable right.

Sen-J. P. Agr Adv



Sahaider Nair

A N D

WHEREAS the Vender hereef, being in need of money for his own developmental plans has decided to sell and has also offered for sale his said below scheduled land, disclosing the aforesaid facts, relating thereto and declaring the same, free from all encumbrances and charges whatsoever.

A N D

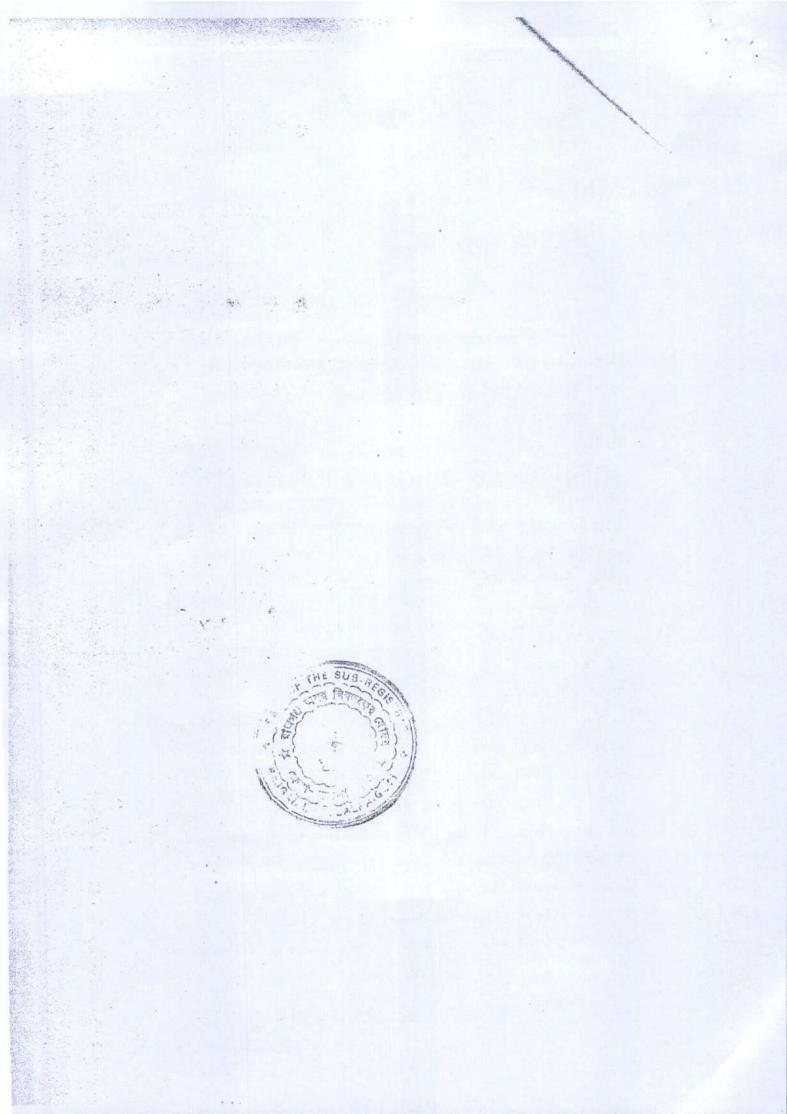
WHEREAS the Purchaser heres, relying on the aforesaid statements of the vender, has agreed to purchase the said below scheduled land at or for the price of Rs.40,000/00 (Rupess forty thousand) only, free frem all encumbrances and charges whatsoever.

AND

WHEREAS the Vender hereof, considering the price so offered by the purchaser hereof, as fair, reasonable and highest in the prevailing market, has firmly and finally agreed to sell his said below scheduled land to the purchaser at or for aferesaid price, free from all encumbrances and charges whatsoever.

J. P. Agr

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NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of Rs.40,000/00 (Rupaes fortythousand) only paid by the purchaser this day to the Vender in cash (the receipt whereaf the wender dees hereby acknowledge as having received and the vendor. also grants full discharge to the purchaser from the payment thereof), the vender DOTH hereby convey, assign, sell and transfer his said below scheduled land together with all his right, title, interest; hereditaments, liberties, easements, trees and fences etc. whatseever in any way belowing to or reputed to belong therewith and makes over pessession thereof unto and in favour of the purchaser absolutely and for ever TO HAVE AND TO HOLD the same as an absolute estate by the purchaser as exclusive ewner thereof, pageably and quietly, with permanent, heritable and transferrable right, title and interest, and without any claim, objection, interference or interruption from the vender or any person or persons claiming under him, subject to the payment of land revenue and other taxes to the superior landlerd new the Gevt. of West Bengal . /

J.P. Agr

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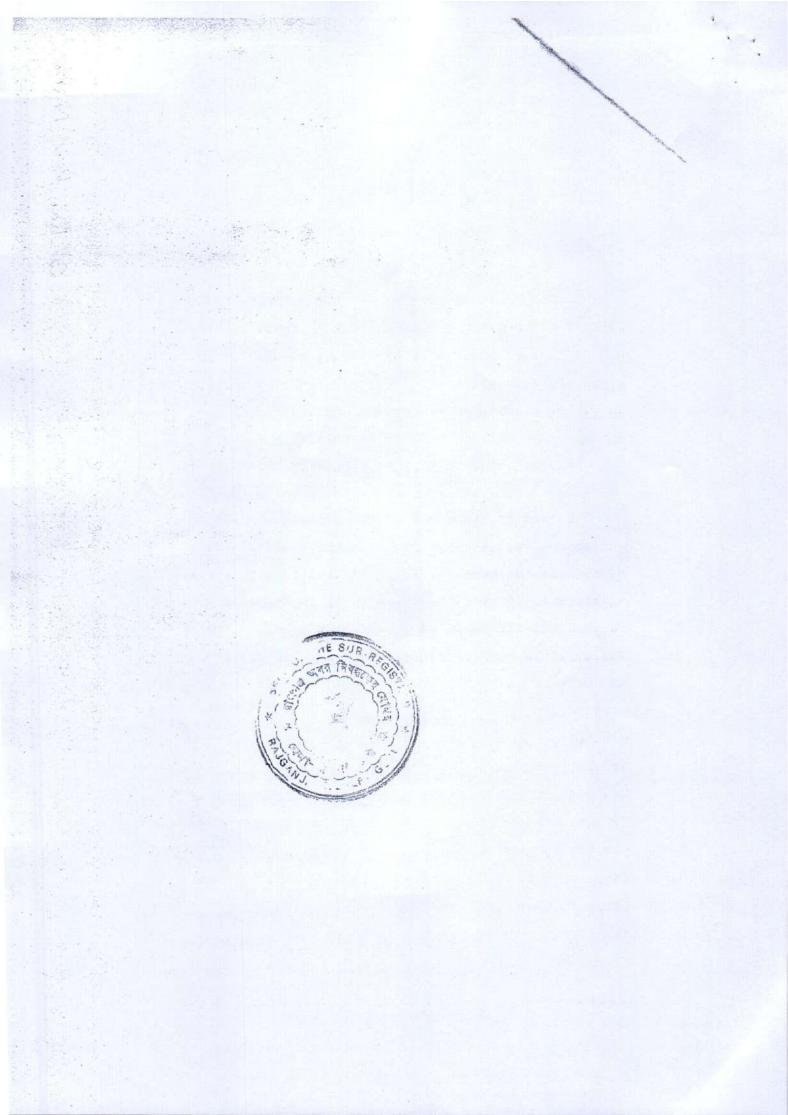
to.

The Vendor declares that the interest which he prefesses to transfer hereby - subsists as en the date of these presents, and that there exists no previous transfer, mertgage, lease, contract for sale or otherwise by the vendor in favour of any other person or party respecting the said below scheduled land and that the property hereby transferred, expressed or intended so to be suffers from no defect of title and that the recitals made hereinabove - are all true, and in the event of any contrary is preved, the vendor shall be liable for false recitals and shall also be liable to make good the less or injury which the purchaser may suffer or sustain in consequence thereof.

The Vender further cevenants with the purchaser that if for any defect of title of the said below scheduled land or for any act done or suffered to be done by the vender, the purchaser be deprived of ewnership or of possession of the said below scheduled land or any part thereof in future, then the vender shall forthwith return to the purchaser the full or prepertionate part of the consideration money as the case may be together with an interest at the rate of rupees fifteen percent per annum from the date of such deprivation of ewnership

J. P. Agr

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or of possession, and that the vender shall also pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain resulting therefrom .

: SCHEDULE OF LAND SOLD BY THIS DEED

All that piece or parcel of homestead land measuring 0.0311-zero point zero three one one acre equivalent to 1-one katha 14-fourteen chhatak 6-six square feet in Plot/Dag No.66-sixty six - part, Sheet No.15-fifteen , recorded in R.S. Khatian No.757/13-seven hundred fifty seven by thirteen, of Mouza DABGRAM, J.L. No.2, situated in Ward No.32of the Siliguri Municipal Corporation, Siliguri, within the jurisdiction of Police Station Bhaktinagar, Sub-Division and Registry office Jalpaiguri, Paragana-Baikunthapur, Touzi No.3, Dist. Jalpaiguri, as shown by Letter - 'B' quetted with RED berder lines in the map or plan annexed herewith forming part of these presents , is sold by this Deed of Sale (Cenveyance) .

The said land hereby sold is butted and bounded as follows :-

On the North: Land of Smt. Jolly Mukherjee as shown by Letter-'A' in the enclosed map teday seld to the purchaser hereof by another Deed of Sale .

On the South : Sold land of Sri Kshitish Chandra Mendal. On the East : R e a d .



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Yearly rent for the Land hereby sold is Rs.0.07paise now payable to the superior landlord - the Govt. of West Bengal .

IN WITNESS WHEREOF the Vender hereof, in good health and conscious mind, has executed this Deed of Sale (Conveyance) on the day, menth and year first above written.

Witnesses :

O Paban kumar Bhowmick dale Anandilal Bhowmick Siliguri

D Naba Giopal Samali Slo XI Nira pada Samala 135, S. F Road Siliguri Drafted, readever and explained by me and typed in my office .

Sdu- Jagadish pressad Agravala)

(Jagadish Prasad Agarwala)

Advocate. Siliguri.

Regn.No.WB-588/85.



150 3870 Dale 27-199 Sold to Manoj Kr Jajodn Of Slg Ro 10001- (Repees) one thousand only Sai. B. R. Ghosh Stamp wender Seligeni Court. N. C. 3871 Dale 27-199 Sold to Manoj Kr Jajodia Of Slg Ro 10001- (Rupeus) one thousand only. Sci. B. R. Ghosh Stamp vender Seligeni Court

compored by 9.3.99

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Bud-Replaces

Balanaj Dr. Jahrana

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